



**REQUEST FOR PROPOSALS**

**EMPLOYEE ASSISTANCE (PROFESSIONAL  
COUNSELING) SERVICES PROVIDER**

FOR THE STATE OF HAWAII  
RESOURCE FOR EMPLOYEE ASSISTANCE AND  
COUNSELING HELP (REACH) PROGRAM

RFP NO. REACH-FY-05-1

Date: December 17, 2004

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## **PUBLIC NOTICE TO OFFERORS**

As advertised in the Honolulu Star Bulletin, The Maui News, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald on December 17, 2004

NOTICE is hereby given that SEALED PROPOSALS for an EMPLOYEE ASSISTANCE (PROFESSIONAL COUNSELING) SERVICE PROVIDER for the State of Hawaii (State) Resource for Employee Assistance and Counseling Help (REACH) Program, RFP No. REACH-FY-05-1, are being solicited. Proposals must be received by the Dept. of Human Resources Development (HRD), 235 S. Beretania St., #1203, Honolulu, HI 96813, by **2:00 p.m. (HST), February 11, 2005**. The proposals shall not be opened publicly, but shall be opened in the presence of persons designated by the Director. The Request for Proposals (RFP)/Specifications may be obtained at no cost, beginning at 12:00 p.m. (HST), December 17, 2004, from the above address or can be mailed by calling (808) 587-1070. Proposer/bidders requesting mailing must provide their Federal Express Account Number or equivalent. A Pre-Proposal Conference shall be held on January 14, 2005, 2:00 p.m. (HST) at the Director's Conference Room, 235 S. Beretania Street, 14<sup>th</sup> Floor, Honolulu, HI. The deadline for submission of Pre-Proposal Conference written questions is January 5, 2005, 3:00 p.m. (HST). A written Notice of Intent to Submit a Proposal must be received by the above office by 12:00 noon, (HST), January 28, 2005, in order for a proposal to be considered. Questions and the Notice of Intent to Submit Proposals may be faxed to (808) 587-1128. HRD reserves the right to cancel this RFP, or reject any and all proposals, in whole or in part, when it is in the best interest of the State. The State of Hawaii and HRD assume no financial responsibility/liability whatsoever for the preparation of any response to this RFP. For additional information, visit our website at <http://www.state.hi.us/hrd>.

Kathleen N. A. Watanabe, Director  
Dept. of Human Resources Development

December 13, 2004

## I. CALENDAR OF EVENTS

Advertisement	December 17, 2004
Request for Proposals issued	December 17, 2004
Deadline to submit written questions/requests to amend RFP	January 5, 2005 3:00 p.m.
Pre-Proposal Conference	January 14, 2005 2:00 p.m.
State's responses to questions/requests to amend RFP	January 21, 2005 3:00 p.m.
Deadline to submit a "Letter of Intent to Submit a Proposal"	January 28, 2005 12:00 noon
Deadline to submit proposals	February 11, 2005 2:00 p.m.
Proposal review period	February 14, 2005 to March 2, 2005
Interviews with Priority-Listed Offerors (if requested by the State)	March 7, 2005 to March 11, 2005
Deadline to submit best and final offers (if requested by the State)	March 15, 2005 4:00 p.m.
Selection of Employee Assistance (Professional Counseling) Services Provider	March 21, 2005
Contract execution	May 16, 2005

Note: All times specified herein are based on Hawaii Standard Time ("**HST**").

Proposals must be received by the Department of Human Resources Development ("**HRD**") by 2:00 p.m., HST, February 11, 2005. Late proposals shall not be considered.

The above dates are estimates only and are subject to change at the State's sole discretion. The State reserves the right to change any date(s) as deemed necessary and in the best interest of the State.

## II. INTRODUCTION

### A. Background

It is recognized that personal problems such as family concerns, physical illness, emotional illness, and alcohol or drug dependency can impair a State employee's work performance or attendance. Many of these problems can be successfully dealt with and allow the employee to return to productive functioning, provided assistance is offered at an early stage and referral is made to an appropriate form of care.

The State is concerned about the health, safety, and well-being of its employees and wishes to make assistance available to employees desiring help on a confidential basis. Therefore, it is the policy of the State to offer a Resource for Employee Assistance and Counseling Help ("**REACH**") Program providing the following "employee assistance services" to qualified State government employees with personal problems affecting job performance:

- a. Diagnostic assessment;
- b. Providing information;
- c. Referral for services; and
- d. Short-term counseling.

The Program shall be available to approximately 48,642 qualified employees. This figure includes classroom teachers and other certificated personnel of the Department of Education, the faculty and staff of the University of Hawaii, and employees of the Legislature and Judiciary; but excludes the Department of Transportation and Hawaii Health Systems Corporation. These qualified employees are located on all islands (i.e., Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai).

It is estimated that approximately two per cent (2%) of the State's workforce is experiencing psychological or behavioral problems of sufficient severity that adversely affect job performance in terms of absenteeism, decreased productivity, lowered morale, etc.

Based on the prior year's utilization rate of the REACH Program, it is estimated that less than one per cent (1%) of the REACH services have been specifically for alcohol/substance abuse related problems.

Since utilization of the REACH services is voluntary, there is no assurance or guarantee that two per cent (2%) of the workforce will utilize the services, or that the same utilization rate for alcohol/substance abuse related problems will

continue in the future. Some of these employees may utilize or may already be utilizing such services with another provider.

The State intends to contract with the successful Offeror (“**Contractor**”) to be the service provider exclusively responsible for the REACH Program, which includes but is not limited to the provision of professional counseling services to qualified employees of the State, informational materials, employee/supervisory orientation sessions, group counseling sessions (e.g., critical incident stress debriefings), and reports to the State.

It is not intended that this Program replace or displace any similar service currently provided by the State.

B. Definitions

For purposes of this RFP:

1. “**Department**” means all executive, judicial, or legislative departments or agencies of State government (excluding the Department of Transportation and Hawaii Health Systems Corporation);
2. “**Professional counseling services**” means employee assistance services provided by the Offeror’s staff who possess at least a master’s degree in social work, counseling, or other related field from an accredited institution or accredited program of an institution, and have at least one and one-half (1-1/2) years experience within the preceding five (5) years in providing these services; and
3. “**Qualified employee**” means any employee of the executive, judicial, or legislative branches of State government (excluding the Department of Transportation, the Hawaii Health Systems Corporation, and Student Hires); provided that this term may be modified at the sole discretion of the State, and the State shall inform the Offeror/Contractor in writing.

### III. SCOPE OF WORK

The requirements specified in this section are designed to assist the Offeror in submitting a proposal that will best meet the needs of the State. The requirements presented specify the services to be provided by the successful Offeror and the minimum capabilities required.

#### A. Professional Counseling Services

1. Assist the State in providing professional counseling services to qualified employees:

- a. In dealing with the following conditions or personal problems that affect the qualified employee's job performance for the State:

1. Alcohol or substance abuse by a qualified employee;
2. Family or marital problems of a qualified employee; or
3. Other emotional or behavioral problems of a qualified employee;

provided that due to budget restrictions, the State reserves the right to limit these services in its sole discretion (i.e., to limit the conditions or personal problems, or persons, that qualify for these services). The State shall inform the Contractor of any such limitation in writing.

- b. When requested by a qualified employee (i.e., a self-referral), HRD, or another Department.

1. A qualified employee may contact the Contractor directly to obtain professional counseling services.
2. HRD and other Departments (through their respective departmental personnel officers ("DPOs")) may also contact the Contractor directly and request that the Contractor provide professional services to a qualified employee.
3. The Contractor shall not charge or assess a fee when a:
  - a. Qualified employee, DPO, State supervisor, or any other person is calling for general information on the Program; or
  - b. DPO, State supervisor, etc. is providing background

information to refer a qualified employee to the Contractor.

4. Thereafter, a qualified employee, DPO, or State supervisor may schedule an appointment with the Contractor.
  - a. The Contractor shall use its best efforts to promptly schedule an appointment after a request is made and at a reasonable time.
5. If an appointment occurs during the qualified employee's normal work hours and the employee is granted administrative time off for the appointment, the Contractor shall provide written confirmation that the employee attended the session, if requested by HRD or a DPO.
- c. On the island on which a qualified employee is primarily employed or resides. (Note: Preference will be given to those Offerors who are able to provide services on **all** islands (Oahu, Maui, Kauai, Hawaii, Molokai, and Lanai), although this is not a requirement.)
  1. The State shall not be responsible for any travel-related expenses incurred by the Contractor to provide the services described in this RFP.
  2. A qualified employee may elect to obtain these services on another island, provided that the State shall not be responsible for transportation and other related expenses incurred by the qualified employee or Contractor.
2. Provide no more than six (6) hours of chargeable professional counseling service time for each qualified employee.
  - a. The maximum amount of hours above may be amended at the sole discretion of the State, and the State shall inform the Contractor of any such change in writing.
  - b. The time spent providing incidental professional counseling services to a qualified employee's immediate family members, relatives, or significant others ("**family members**") who are germane to the qualified employee's condition or personal problem shall be charged against the qualified employee's maximum amount of hours.

- c. The Contractor shall only charge or assess one (1) charge or fee for a family group session (i.e., a session with a qualified employee and one or more family members of the qualified employee), and the hourly rate shall be the same as that for an individual session.
  - d. The Contractor shall maintain accurate records of the actual amount of time spent providing professional counseling services to each qualified employee.
    - 1. Each qualified employee shall be assigned a confidential case number.
  - e. The Contractor shall allow each qualified employee at least a fifteen (15) minute grace period to arrive for each session.
    - 1. The grace period shall not count towards the actual amount of time spent providing professional counseling services to each qualified employee.
  - f. The Contractor shall not charge for “no-shows” or canceled appointments.
- 3. Refer a qualified employee to another provider for more specialized or longer term services, as necessary.
    - a. The Contractor shall inform the qualified employee that such services shall not be paid by the State.

B. Consulting Services

- 1. Provide reasonable consulting services to a qualified employee’s supervisor about a qualified employee’s condition or problem; provided that the DPO requested the Contractor to provide such consulting services and the qualified employee has given his/her written consent to disclose information about the qualified employee’s condition or personal problem.
  - a. In the event that the Contractor refers the qualified employee to another provider, the State shall not be responsible whatsoever for the expenses of the other provider.

C. Counseling, Training, and Orientation Sessions

1. Provide Group Counseling Sessions (e.g., critical incident stress debriefings, etc.) for work units of a Department, as requested and approved by HRD or the Department's DPO.
  - a. The Contractor shall assess only one (1) charge for each Group Counseling Session, which shall be the same as the Supervisor Training Session rate, and shall not be counted against each qualified employee's six (6) hour maximum.
  - b. Each work unit may be allowed a maximum of six (6) hours of chargeable professional service time; provided that the maximum amount of hours above may be amended at the sole discretion of the State, and the State shall inform the Contractor of any such change in writing.
2. Provide Supervisor Training Sessions as requested and approved by HRD.
  - a. The Supervisor Training Sessions shall be designed to inform State supervisors about the Program, assist State supervisors in identifying "troubled employee behavior" and referring those qualified employees to the Contractor for employee assistance services, etc.
  - b. The Supervisor Training Sessions shall have an audience of approximately twenty-five (25) to one hundred (100) participants.
  - c. Only one (1) charge for each Supervisor Training Session shall be assessed and shall not be counted against each qualified employee's six (6) hour maximum.
3. Provide Employee Orientation Sessions as requested and approved by HRD.
  - a. The Employee Orientation Sessions shall be designed to inform qualified employees about the Program, the available employee assistance services, etc.
  - b. The Employee Orientation Sessions shall have an audience of approximately twenty-five (25) to one hundred (100) participants.
  - c. Only one (1) charge for each Employee Orientation Session shall

be assessed and shall not be counted against each qualified employee's six (6) hour maximum.

4. Provide Workplace Training Sessions as requested and approved by HRD.
  - a. The Workplace Training Sessions shall be topic-related training sessions (i.e., stress management, managing change, etc.) and shall be approved by the State.
  - b. Only one (1) charge for each Workplace Training Session shall be assessed and shall not be counted against each qualified employee's six (6) hour maximum.
5. Coordinate the Group Counseling Sessions, Supervisor Training Sessions, Employee Orientation Sessions, and Workplace Training Sessions directly with the Departments who have requested such services, after receiving prior written approval from HRD. The Contractor shall conduct these sessions at the dates/times/sites convenient to the participants, and shall tailor the presentation to the specific needs of the audience to the extent possible.
  - a. On the Neighbor Islands, the Contractor shall conduct these workshops via video conferencing or other similar equipment approved by the State.
    1. The State shall assist the Contractor in obtaining adequate video conferencing equipment and facilities, and scheduling the video conferences.
    2. The video conferencing equipment and facilities shall be provided at no cost to the Contractor.
    3. If the State determines that a video conference is not feasible, the cost of the professional counselor's airfare may be paid by the Department that requested the session or by HRD, if HRD agrees to pay for the airfare expenses.

D. Informational Materials

1. Design and provide informational materials (e.g., an informational flier) approved by the State that contain sufficient information about the Program.

- a. These informational materials shall be provided by the Contractor at no cost to the State.
- b. The State agrees to act reasonably regarding the quantity and quality of the informational materials provided by the Contractor.

E. Questionnaire

1. Provide each qualified employee with a copy of a questionnaire (approved by the State) at the qualified employee's final appointment. The questionnaire shall be provided at no cost to the State.

F. Reports

1. Provide HRD with a monthly report (as determined and approved by the State), which summarizes the professional counseling services provided each month.
  - a. The report shall contain the following information:
    1. Number of qualified employees counseled during each month of the respective period;
    2. The types of professional services provided by category for the period;
    3. The fees charged by category and Department for the period, as well as a cumulative total;
    4. The source of the referral;
    5. Bargaining units of the qualified employees counseled during the month;
    6. Number of employees who participated in each training session/workshop; and
    7. Other information requested by the State, including without limitation, information pertaining to the number of Group Counseling Sessions, Supervisor Training Sessions, Employee Orientation Sessions, and Workplace Training Sessions.

- b. The report shall be provided to HRD (at no cost to the State) within thirty (30) calendar days after the end of each month.

G. Other services

- 1. Provide all other employee assistance services not expressly mentioned herein as reasonably requested by the State, and as otherwise required by federal or State law.
- 2. Specify any other additional services you are willing to provide to the State and the Program (at no additional cost to the State) that are not specified in this RFP.

#### **IV. TIME OF PERFORMANCE**

- A. The successful Offeror shall enter into a Contract for a period commencing on or about June 29, 2005, and ending on or about June 28, 2006.
- B. Unless otherwise terminated as provided herein and in the Contract, the Contract may be extended for up to three (3) additional one (1) year periods (i.e., the Contract may be extended to June 2007, June 2008, and June 2009), by mutual consent.
- C. Either party may elect to not extend the Contract on the expiration date of the Contract; provided that the party electing not to extend shall notify the other party in writing at least one hundred eighty (180) calendar days prior to the expiration date.
- D. No fees, charges, penalties, costs, etc. shall be assessed against the State in the event the Contract expires, is terminated, or is not extended/ renewed.

## **V. COMPENSATION**

- A. The Contractor shall be compensated for services rendered under this RFP solely by the State; provided that the Contractor shall only be paid for providing professional counseling services to qualified employees, consulting services to a qualified employee's supervisor, Group Counseling Sessions, Supervisor Training Sessions, Employee Orientation Sessions, and Workplace Training Sessions.
1. Except as otherwise provided in this RFP, the Contractor shall provide all other services at no cost to the State, the Program, and the qualified employees.
- B. Currently, the maximum amount of funding available for the REACH Program is SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (**\$64,000.00**) per year.
1. Due to budgetary changes or restrictions, the State reserves the right to increase or decrease the expenditure amount at anytime during the Contract period, and the State shall inform the Contractor of any such change in writing.
  2. If the total expenditure of \$64,000.00 (or other adjusted amount) is reached prior to the expiration date of the Contract and additional funding is not obtained, the Contract may be terminated or temporarily suspended by the State as of the date the funding expired. If the Contract is terminated, the termination/expiration provisions shall apply.
- C. Please specify the fees to provide the following services (although not a requirement, the State would prefer a fee for service approach (i.e., an hourly fee for services rendered)):
1. Professional counseling services to qualified employees;
  2. Consulting services to a qualified employee's supervisor;
  3. Group Counseling Sessions;
  4. Supervisor Training Sessions;
  5. Employee Orientation Sessions; and
  6. Workplace Training Sessions.

If an appointment or session for any of the above services is less than one (1)

hour in length, the Contractor shall charge a pro-rated fee which shall be made to the closest one-fourth (1/4) hour.

- D. The Contractor shall send a monthly invoice for services rendered under the Contract to the:

Department of Human Resources Development  
Employee Assistance Office  
Attention: REACH Contract Officer  
235 S. Beretania Street, #1203  
Honolulu, HI 96813

1. The Contractor shall submit an original and two (2) copies of the invoice to HRD, within thirty (30) calendar days after the end of each month. (See Form EAP-1, Appendix D, for preferred format sample.)
  2. All invoices shall be batched and submitted in numerical sequence by confidential case numbers. Service billings shall be made to the closest one-fourth (1/4) hour.
  3. The maximum total billing for each qualified employee shall not be exceeded, unless expressly authorized by the State, in writing.
- E. Final payment under this RFP shall be subject to HRS §103-53 (and other similar State laws, if any) which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the Contractor have been paid.
- F. The Contractor shall not be entitled to any other State funds whatsoever for services provided under this RFP.

## **VI. ADMINISTRATIVE PROVISIONS**

### **A. State Procurement Code**

1. This RFP is issued in accordance with the provisions of the State's Procurement Code contained in Hawaii Revised Statutes ("**HRS**") chapter 103D and the administrative rules thereunder. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities and State law. The submission of a properly executed proposal by an Offeror shall constitute certification and representation of such knowledge.

### **B. Issuing Officer**

1. This RFP is issued by the Department of Human Resources Development. The individual listed below is the point of contact from the date of release of this RFP until the selection of the Offeror to which a contract will be awarded:

Ms. Diane Sumida  
Personnel Program Administrator  
Employee Relations Division  
Department of Human Resources Development  
235 South Beretania Street, 14<sup>th</sup> Floor  
Honolulu, HI 96813

Telephone: (808) 587-0911  
Fax: (808) 587-1128

### **C. Procurement Officer**

1. The Procurement Officer or her designee shall serve as the State's primary liaison with the Contractor in working with other State staff during the term of the Contract. The Procurement Officer or her designee shall provide overall direction during the term of the Contract, and monitor and assess the Contractor's performance. The Procurement Officer for the contract is:

Ms. Kathleen N. A. Watanabe  
Director  
Department of Human Resources Development  
State of Hawaii  
235 South Beretania Street, 14<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Telephone: (808) 587-1100  
Fax: (808) 587-1106

D. Offeror's Questions on the RFP

1. If an Offeror has any question on the provisions of the RFP, the Offeror shall: (a) submit its question(s) in writing (typewritten) to the Issuing Officer prior to 3:00 p.m., HST, January 5, 2005, or (b) orally ask the question at the Pre-Proposal Conference on January 14, 2005 (see, Section G below). Questions may be sent by facsimile machine to the Issuing Officer, provided they are received by 3:00 p.m., HST, January 5, 2005.
2. The Issuing Officer shall formally respond in writing to timely submitted written questions and questions orally asked at the Pre-Proposal Conference. The Issuing Officer intends to respond by fax by January 21, 2005 to all Offerors known to have picked up an RFP, with a hard copy to follow. While the State may provide verbal responses to written and oral questions specified above at the Pre-Proposal Conference, only formal written responses from the State are official.

E. Offeror's Requests to Amend the RFP

1. If an Offeror desires to amend a requirement of the RFP, the Offeror shall identify the amendment and provide justification for the amendment in writing. A request to amend this RFP shall be submitted to the State by 3:00 p.m., HST, January 5, 2005.
2. The State shall review the request and decide whether to amend the RFP in its sole discretion. Any changes to the RFP shall be made through the issuance of an Addendum to the RFP.

F. State Not Responsible for Non-Receipt of Responses by Offerors.

1. The State shall not be responsible for any delays or non-receipt of responses to questions or requests to amend the RFP, or Addendums, by the Offerors.

G. Pre-Proposal Conference

1. A Pre-Proposal Conference shall be held to answer any questions on the RFP or discuss requested amendments to the RFP. The Pre-Proposal Conference shall be held at the Department of Human Resources Development, 235 South Beretania Street, 14th Floor, Honolulu, Hawaii

96813 on January 14, 2005, at 2:00 p.m., HST. Attendance is not a mandatory requirement to submit a proposal. However, an Offeror who intends to attend the Pre-Proposal Conference is requested to call the Issuing Officer to confirm their attendance and indicate the number of people that will be attending.

2. Written questions received by 3:00 p.m., HST, January 5, 2005 may be verbally responded to at the Pre-Proposal Conference. Oral questions at the conference shall be allowed and the State will provide informal answers to the extent possible. However, Offerors are cautioned that official changes or revisions to the RFP shall only be accomplished through the issuance of an Addendum to the RFP. No verbal response given at the Conference shall, by itself, change the requirements of the RFP and Offerors may not rely on any of these verbal responses.
3. The cost and arrangements to attend the Conference shall be the Offeror's sole responsibility and shall not be reimbursed by the State whatsoever.

H. RFP Amendments

1. The State reserves the right to amend this RFP any time prior to the closing date for final receipt of proposals (i.e., prior to 2:00 p.m., HST, on February 11, 2005).

I. Cancellation of RFP/Rejection of Proposals

1. The State reserves the right to cancel the RFP when, in the State's opinion, such cancellation is in the best interest of the State.
2. The State may reject proposals, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.
3. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this RFP is canceled or a proposal is rejected.
4. Multiple, alternate, or conditional proposals shall not be accepted.

J. Bid Security

1. No bid security is required to be submitted for this RFP, and no performance or payment security shall be required for the resulting Contract.

K. Tax Clearances

1. The resulting Contract shall be subject to HRS section 103-53, and HRS chapter 103D, as amended (and other similar State laws, if any). The law requires all businesses to obtain a tax clearance certificate from the State Department of Taxation and the Internal Revenue Service in order to enter into a State contract. The Contractor shall be required to submit an approved State Application for Tax Clearance, Form A-6, for contract execution and for final payment. Forms and additional information are available from the Department of Taxation ("**DOTAX**") or at DOTAX's Website (<http://www.hawaii.gov/tax/tax.html>).

L. Insurance

1. The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of the Contract as follows:
  - a. State requirements for workers' compensation, temporary disability, unemployment, and prepaid health care insurance coverages; and
  - b. Professional liability insurance coverage - minimum of \$1,000,000 per occurrence; provided that this policy shall contain the following clauses:
    1. "This insurance shall not be canceled, limited in scope of coverage, or non-renewed unless at least thirty (30) calendar days written notice has been given to the State of Hawaii Department of Human Resources Development."
    2. "The State of Hawaii is added as an additional insured with respect to operations and services performed for the State of Hawaii."
    3. "It is agreed that any insurance maintained by the State of Hawaii shall only apply in excess of, and not contribute with, the insurance provided by this policy."
2. In addition to the requirements above, the Contractor shall throughout the

term of the Contract obtain and keep in force an appropriate errors and omissions liability insurance policy covering the Contractor against claims which may arise as a consequence of errors or omissions in providing services (including any such claims which may arise in connection with the services provided under the Contract). The provisions of this paragraph shall survive the expiration or earlier termination of the contract.

3. The Contractor agrees to deposit with the State, on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the State during the entire term of the Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.
4. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, nor to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

M. Americans with Disabilities Act of 1990

1. The Contractor shall comply with the Americans with Disabilities Act of 1990, as amended ("**ADA**"). In its proposal, the Offeror shall agree to comply with the ADA in the provision of services under this RFP and the Contract, at no cost to the State.

## **VII. OFFEROR'S QUALIFICATIONS**

### **A. Executive Summary**

1. Describe your company's structure, including the experience and background of those individuals who would be assigned to the implementation and management of this project, the services that you would intend to provide, your understanding of the Program and the objectives of the Program, the strength and distinguishing characteristics of your company and your response, and the reasons why your proposal should be selected.

### **B. Company Description**

1. State the name, address, telephone, e-mail and Internet addresses and fax number(s) of your corporate offices and the principal contact for this RFP.

Preference shall be given to those Offerors who are able to provide services on ***all*** islands (Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai), although this is not a requirement.

- a. Please provide the addresses and telephone numbers of each site where the professional counseling services will be provided.

1. If your company does not have an office in Honolulu, are you willing to open one?

2. Describe fully your company's corporate or other business entity structure, including the state of incorporation or formation and list any controlling stockholders, general partners, principals, etc.

- a. Attach an organization chart of the company (or any part of the company associated with this RFP) showing principal officers and staff members to be associated with this RFP.

- b. When was the company established?

- c. Please indicate whether your company is a subsidiary or affiliate of another company, and whether there are any pending or proposed agreements to merge or sell the company.

3. An Offeror must be licensed to transact business in the State, and shall have complied with all applicable State and federal registration/licensing requirements. Please provide proof that these applicable registration/

licensing requirements have been complied with (e.g., provide a current certificate of authority, etc. with your proposal).

4. Given your current contractual obligations, will your company have any problem providing the services required under this RFP?
5. Has any contract of your company ever been terminated for cause? If so, when, by whom and under what circumstances?
6. Has your company ever had a contract with the State to provide services? Briefly describe the nature and scope of the contract.
7. Describe any litigation to which your company is currently a party, or in the last five (5) years has been involved in, either as a plaintiff or as a defendant, as it relates to the services which you propose to provide pursuant to this RFP (including the current status of such litigation).
  - a. If there is any pending litigation, please provide an opinion of legal counsel that the pending litigation shall not impair the company's ability to provide the services under this RFP.
8. Describe all record-keeping and computer systems capabilities the company has to administer the Program, and identify those resources that will be utilized in connection with this RFP. Please indicate whether these systems are owned in-house or subcontracted to another organization.

C. Professional Staff

1. The professional staff of the Offeror, including all subcontractors, providing direct employee assistance services to qualified employees must possess at least a master's degree in social work, counseling, or other related field from an accredited institution or accredited program of an institution, and have at least one and one-half (1-1/2) years experience within the preceding five (5) years of the awarding of the Contract in performing these services.
  - a. It shall be the Offeror's responsibility to ensure that a subcontractor, if any, complies with the provisions of this RFP.
  - b. The master's degree requirement for any individual professional staff may be waived only upon prior approval of the State.
2. Identify the individuals who would be responsible for the specific tasks required by this RFP, and provide background and experience information

on each individual as they relate to the specific tasks, emphasizing their specific experience with providing employee assistance services and the relative contribution each is expected to make to the Program. Please provide resumes of these individuals with your proposal.

3. The Contractor shall also provide personnel deemed qualified by HRD to perform the Group Counseling, Supervisor Training, Employee Orientation, and Workplace Training Sessions.

D. Offeror's References

1. An Offeror must have at least three (3) years of experience within the preceding five (5) years of the award of the Contract in providing employee assistance (professional counseling) services.
2. Indicate the number of clients the Offeror currently provides employee assistance services for.
3. List the current top ten (i.e., based on the largest number of employees) private sector and the top ten government clients for whom you provide employee assistance services. For each, please provide: the average number of clients, services provided, contract beginning and end dates, contact person, address, telephone and fax number.
  - a. Indicate the number of clients who have not renewed their contracts with the Offeror within the last five (5) years and briefly describe why.
4. Each Offeror shall attach a list of clients for whom the Offeror has specifically provided employee assistance services and who can, if necessary, attest to the Offeror's performance. The names, addresses, contact persons, and telephone numbers of at least three (3) clients who can be contacted shall be provided.
5. By providing the information under this section, the Offeror consents to the State contacting the Offeror's private sector and governmental clients for reference purposes.

E. Partnerships, Joint Ventures, and Subcontractors

1. An Offeror shall identify all partners, joint venturers, and subcontractors that the Offeror intends to use in the provision of services under this RFP.
  - a. Note: Once the contract is executed, an Offeror shall not subcontract any of the work to be performed under the contract, change subcontractors, or assign the contract to any other person or firm without the prior written approval of the State.
2. Describe in detail the work that will be performed by the Offeror's partners, joint venturers, and subcontractors.
3. In your proposal, please provide the information requested in this "Part VII. OFFEROR'S QUALIFICATIONS" and other applicable sections of this RFP on the Offeror's partners, joint venturers, and subcontractors.

## **VIII. PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS**

### **A. Letter of Intent to Submit a Proposal**

1. An Offeror interested in submitting a proposal must submit a non-binding "Letter of Intent to Submit a Proposal" (see, Appendix A) which must be received by the Issuing Officer by 12:00 p.m., HST, on January 28, 2005. The "Letter of Intent to Submit a Proposal" shall be sent to the Issuing Officer by mail or fax. An Offeror who does not submit a "Letter of Intent to Submit a Proposal" shall be precluded from submitting a proposal; and, only those Offerors who have submitted a "Letter of Intent to Submit a Proposal" shall receive official communications from the State.

### **B. Submission of Proposals**

1. To be considered responsive, an Offeror's proposal must be for all items specified in this RFP (and any subsequent Addendum). Any proposal offering any other set of terms and conditions contradictory to those included herein (or in any subsequent Addendum) may be rejected without further consideration.
2. An Offeror must complete the "Standard Proposal Letter" in Appendix B, and identify the name and telephone number of a person who may be contacted during the evaluation process to discuss the proposal. By signing the "Standard Proposal Letter", the Offeror agrees to comply with the requirements of this RFP, and all applicable federal and State laws. The "Standard Proposal Letter" must be signed by an officer (an original signature is required) who has authority to bind the Offeror and evidence of that authority must be attached and the corporate seal, if any, affixed to the "Standard Proposal Letter".
3. An Offeror shall prepare and submit a written proposal that fully describes the services, time frame, and compensation that the Offeror proposes in response to this RFP. An Offeror shall describe how its proposal meets the State's requirements on a point-by-point basis as itemized in "Part III. SCOPE OF WORK", "Part VII. OFFEROR'S QUALIFICATIONS", and other applicable provisions in this RFP. The description shall be in sufficient detail to enable the State to evaluate the services offered. This is in addition to any brochures or printed materials that may be submitted with this RFP.

- a. The following format shall be used when responding to requirements of this RFP:
    1. Identify the relevant section number and heading;
    2. Repeat the relevant request, condition, or term; and
    3. Provide the response to the matter as appropriate.
  - b. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the proposal.
  - c. All proposal responses must be in accordance with the terms and conditions stated herein. Descriptions may be submitted on additional sheets not provided for in this RFP.
4. An Offeror shall complete the "Wage Certification" form in Appendix C and submit it with its proposal.
  5. An Offeror is required to submit its proposal using the Offeror's exact legal name, as registered in the state in which it is incorporated. Failure to do so may delay proper execution of the Contract. The original proposal response must also contain original signatures, and facsimiles shall not be accepted.
  6. All materials submitted shall become the property of the State, unless otherwise noted, and shall not be returned.
  7. The State reserves the right to hold all proposals received for a period of ninety (90) days from the date of the proposal opening, during which time they shall be irrevocable, unless otherwise required by law.
  8. Proposals shall be mailed or delivered to the Issuing Officer at 235 S. Beretania St., #1203, Honolulu, HI 96813. Proposals must be received and time-stamped by the Issuing Officer no later than 2:00 p.m., HST, on February 11, 2005. Any proposal received after that date and time shall be rejected. Faxed or e-mailed proposals shall not be accepted or considered for award.

The outside cover of the package containing the proposal shall be marked:

"Proposal Submitted in Response to  
RFP No. REACH-FY-05-1 for an  
Employee Assistance (Professional Counseling) Services Provider

(Name, address, and fax number of Offeror)"

All proposals must be typewritten or mechanically printed on 8 ½" x 11" paper.

9. Each qualified Offeror shall submit one (1) single-sided unbound original of the proposal and nine (9) copies (for a total of ten (10)) concurrently. Proposals shall be time-stamped upon receipt and shall not be opened publicly.
10. Any Offeror may modify or withdraw a proposal before the opening date (i.e., prior to February 11, 2005, 2:00 p.m., HST).
11. Trade Secrets/Proprietary Data
  - a. If an Offeror considers any part of a proposal a trade secret or proprietary data, the Offeror must clearly designate that portion as confidential in order to obtain any protection from disclosure that may be available under Hawaii Administrative Rules ("HAR") section 3-122-58, and HRS chapter 92F. Simply marking a section "confidential" shall not ensure protection. Each sheet of such information must be marked with the following: "This data constitutes a trade secret or proprietary data under HAR section 3-122-58, and/or HRS chapter 92F." Materials shall be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.
  - b. Offerors shall submit reasons why the marked material constitutes a trade secret or proprietary data under the applicable section or chapter, and attach such justification with the proposal. The Offeror's pricing information for this RFP shall be open to public inspection and shall not be regarded as confidential.
12. Costs for Proposal Preparation
  - a. Any and all costs incurred by an Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility and shall not be reimbursed by the State whatsoever.

## **IX. PROPOSAL EVALUATION AND SELECTION**

### **A. Introduction**

1. Only those proposals that substantially meet all of the terms, conditions, and requirements specified in this RFP shall be considered. All other proposals shall be considered non-responsive and shall be eliminated from the evaluation and selection process.
2. The Procurement Officer is committed to a fair and impartial evaluation of all proposals received.

### **B. Evaluation Criteria**

The evaluation shall be based on the following criteria and the corresponding point system:

<u>Criteria</u>		<u>Maximum Points</u>
1.	Offeror's Qualifications	65
2.	Costs/Fees	30
3.	Other services	<u>5</u>
TOTAL		100
		=====

### **C. Evaluation Committee**

1. The Procurement Officer shall establish an Evaluation Committee comprised of up to five (5) members to review and evaluate all proposals submitted by the deadline specified in this RFP.

### **D. Evaluation Process**

The evaluation of proposals shall be conducted in six (6) phases:

#### **1. Phase 1 - Initial Classification of Proposals**

Proposals shall be classified initially as "acceptable", "potentially acceptable", or "unacceptable". All responsive, responsible Offerors who submit "acceptable" or "potentially acceptable" proposals shall be eligible for the priority list in Phase 2.

The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Offerors must submit the "Standard Proposal Letter", and a proposal that addresses all of the requirements specified in this RFP and is in the format specified in this RFP. Failure to meet these requirements shall be grounds to deem the proposal "unacceptable".

2. Phase 2 - Establishment of Priority-Listed Offerors

If there are more than three (3) "acceptable" or "potentially acceptable" proposals, the Evaluation Committee shall evaluate the proposals under the evaluation criteria above, rank the proposals, and limit the priority list to at least three (3) responsive, responsible Offerors who submitted the highest-ranked proposals. Those responsive, responsible Offerors who are selected for the priority list shall be referred to as the "Priority-Listed Offerors".

3. Phase 3 - Interviews with Priority-Listed Offerors

During this phase, the State may (in its sole discretion) conduct interviews only with Priority-Listed Offerors during the time period designated in the "Calendar of Events".

The State may require oral presentations from the Priority-Listed Offerors to ensure a thorough, mutual understanding of each proposal. The State shall schedule the time and location for these presentations during the time frame in the "Calendar of Events" or as required by the Evaluation Committee. Any Priority-Listed Offeror who is requested to make a presentation but fails to make the presentation on the scheduled date to the Evaluation Committee shall not be considered for the final award. Any and all costs incurred by an Offeror in making the presentation shall be the Offeror's sole responsibility and shall not be reimbursed by the State whatsoever.

4. Phase 4 - Submission of Best and Final Offers

Priority-Listed Offerors shall submit their best and final offers by 4:00 p.m., HST, March 15, 2005. Best and final offers shall be submitted only once unless it is determined in writing by the State to be in the best interest of the State to conduct additional discussions, or change the State's requirements and require another submission of best and final offers.

Priority-Listed Offerors that do not submit a best and final offer shall have their immediate previous proposal considered their best and final offer.

5. Phase 5 - Final Evaluation of Proposals

During this phase, the Evaluation Committee shall conduct final evaluations of the Priority-Listed Offeror's best and final offers submitted by the Offerors.

6. Phase 6 - Recommendation for Award

The Evaluation Committee shall prepare a short report summarizing its findings and rankings, and shall make the final recommendation for selection of the Contractor to the Procurement Officer.

E. Contract Execution

1. The successful Offeror shall be required to enter into a formal written contract in accordance with the laws, rules and regulations of the State. It is anticipated that the contract shall be executed within ninety (90) days of the date of notification of the award.

2. The State intends to use the "State of Hawaii Agreement for Goods or Services based upon Competitive Sealed Proposals" and the "General Conditions" in Appendix E; provided that the following termination provisions shall also apply:

"a. The State may terminate the Contract immediately if:

1. The Contractor fails to comply with any applicable STATE or federal licensing requirement(s) necessary to provide the services under the Contract;
2. The Program is discontinued by the State, or is disallowed by operation of any State or federal law or court order;
3. There is insufficient funding for the Program, as determined solely by the State;
4. The award of the Contract to the Contractor or the Contract itself is deemed invalid by any court or administrative tribunal;

b. Except as otherwise provided in the Contract, if the State is dissatisfied with the performance of the Contractor (or any of its subcontractors), the Contractor fails to perform its obligations under

this Agreement, or the Contractor otherwise breaches the provisions of the Contract:

1. The State shall immediately notify the Contractor in writing of the State's dissatisfaction, or that the Contractor has failed to perform or is in breach;
2. The Contractor shall have thirty (30) calendar days from receipt of the notification to cure the problem to the satisfaction of the State;
3. During the thirty (30) day period, the Contractor shall continue to comply with the requirements of the Contract;
4. If the Contractor fails to cure the problem within the thirty (30) day period, the State may terminate the Contract immediately thereafter; and
5. If at any time after notification, the Contractor refuses to cure the problem, the State may terminate this Agreement within thirty (30) calendar days after such refusal.

c. Upon termination, expiration, or non-renewal of the Contract, the:

1. State shall not be liable to the Contractor (or its approved subcontractors) for any costs, expenses, loss of profits, or damages whatsoever incurred by the Contractor (or its approved subcontractors) in the performance of services required under the Contract;
2. State shall have the right to secure services in the open market, or from the next Offeror whose proposal is deemed most advantageous to the State; and
3. The Contractor shall be required to assist with and fully cooperate with the State in transitioning the Program to another Employee Assistance (Professional Counseling) Service Provider at no cost to the State.

- d. Additional rights and remedies.
  - 1. The rights and remedies provided in this section are in addition to any other rights and remedies provided by law or under the Contract.”

APPENDIX A

**LETTER OF INTENT TO SUBMIT A PROPOSAL**

Diane Sumida  
Personnel Program Administrator  
Employee Relations Division  
Department of Human Resources Development  
235 South Beretania Street, 14<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Fax: (808) 587-1128

Dear Ms. Sumida:

Re: Request For Proposals No. REACH-FY-05-1: Competitive Sealed  
Proposals to Select An Employee Assistance (Professional Counseling)  
Services Provider

This is to acknowledge that we have reviewed the above-referenced Request For Proposals and intend to submit a proposal.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

The undersigned understands and agrees that:

1. The State reserves the right to cancel the RFP when, in the State's opinion, such cancellation is in the best interest of the State.
2. The State may reject Proposals, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.

3. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this RFP is canceled or a proposal is rejected.

Very truly yours,

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_

APPENDIX B

**STANDARD PROPOSAL LETTER**

Diane Sumida  
Personnel Program Administrator  
Employee Relations Division  
Department of Human Resources Development  
235 South Beretania Street, 14<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Fax: (808) 587-1128

Dear Ms. Sumida:

Re: Request For Proposals No. REACH-FY-05-1: Competitive Sealed Proposals to Select An Employee Assistance (Professional Counseling) Services Provider

The undersigned Offeror hereby submits a proposal in response to RFP No. REACH-FY-05-1 and agrees to act as an Employee Assistance (Professional Counseling) Services Provider for the State of Hawaii REACH Program.

The undersigned Offeror understands and agrees that:

1. All services shall be provided in accordance with the RFP, and applicable federal and State laws and rules.
2. The State reserves the right to cancel the RFP when, in the State's opinion, such cancellation is in the best interest of the State.
3. The State may reject Proposals, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.
4. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this RFP is canceled or a proposal is rejected.

The undersigned Offeror shall answer the following with a "YES" or "NO"<sup>1</sup>:

---

<sup>1</sup> "YES" means that the Offeror agrees or has complied with the item; and "NO" means that the Offeror disagrees or has not complied with the item, and has a variance with the item.

1. The Offeror has read, understands, and agrees to comply with all specified requirements of the RFP. \_\_\_\_\_
2. The Offeror has read, understands, and agrees to comply with all applicable federal and State laws in the provision of services under the RFP. \_\_\_\_\_
3. The Offeror is authorized to transact business in the State of Hawaii. \_\_\_\_\_
4. The Offeror has and is willing to commit sufficient staff and resources in Hawaii to perform and deliver the services and products required by the RFP for the Program. \_\_\_\_\_

This "Standard Proposal Letter" must be (a) signed by an individual or individuals authorized to legally bind the Offeror, (b) dated, and (c) affixed with the corporate seal, if any. If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution, or certified copy of articles of incorporation or bylaws, shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign this letter, or evidence (in the form of a partnership contractor joint venture agreement) must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture.

Very truly yours,

\_\_\_\_\_  
Authorized Officer\*

\_\_\_\_\_  
Date

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

---

Hawaii General Excise Tax Number or Federal I.D. Number

\* Please attach to this page notarized evidence of the authority of this officer to submit this proposal.

(affix Corporate Seal here)

APPENDIX C

**WAGE CERTIFICATION**

PROPOSAL FOR AN EMPLOYEE ASSISTANCE (PROFESSIONAL COUNSELING)  
SERVICES PROVIDER FOR THE STATE OF HAWAII REACH PROGRAM

To the extent that Hawaii Revised Statutes §103-55 applies, I hereby certify that if awarded the Contract, the services to be rendered shall be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work, if similar positions are listed in the classification plan of the State government.
2. All applicable laws of the federal and State governments, including but not limited to workers' compensation, unemployment insurance, payment of wages, and safety, shall be fully complied with.

I understand that all payments required by federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Hawaii Revised Statutes §103-55.

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX D

**FORM EAP-1**

DATE \_\_\_\_\_

**INVOICE TRANSMITTAL**

For EAP Service Month of \_\_\_\_\_

TO: Department of Human Resources Development  
Employee Assistance Office  
Attn: REACH Contract Officer  
235 S. Beretania Street, #1203  
Honolulu, HI 96813

FROM: \_\_\_\_\_ (CONTRACTOR'S NAME)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (ADDRESS)  
\_\_\_\_\_

The attached monthly report is submitted for review and payment.

BILLABLE HOURS	TYPE OF CHARGES	TOTAL
	Counseling Sessions @ \$_____/hour	
	Consulting Services to a Qualified Employee's Supervisor (include department name)	
	Group Counseling Sessions (include department name/type of session – for example: DAGS/Critical Incident Stress Debriefing)	
	Supervisor Training Sessions (include department and dates)	
	Employee Orientation Sessions (include department and dates)	
	Workplace Training Sessions (include course title/requesting department/dates)	
	BALANCE DUE	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

APPENDIX E

**STATE OF HAWAII GENERAL CONDITIONS**

[Insert General Conditions]